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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 TEMUR AKHMEDOV,

16 Defendant.

No. CR 24-101-PA-2

PLEA AGREEMENT FOR DEFENDANT
TEMUR AKHMEDOV

17
18 1. This constitutes the plea agreement between TEMUR AKHMEDOV
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to count three of the
28 indictment in United States v. TEMUR AKHMEDOV, CR No. 24-101-PA-2,

RHC

1 which charges defendant with bank fraud, in violation of 18 U.S.C.
2 § 1344(2).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessment.

18 h. Recommend to the Court in writing in his sentencing
19 position as well as orally at the sentencing hearing that defendant
20 be sentenced to a term of imprisonment of 24 months or more; and not
21 seek, argue, or suggest in any way, either orally or in writing, that
22 the Court impose a term of imprisonment below 24 months.

23 i. That any and all criminal debt ordered by the Court
24 will be due in full and immediately. The government is not precluded
25 from pursuing, in excess of any payment schedule set by the Court,
26 any and all available remedies by which to satisfy defendant's
27 payment of the full financial obligation, including referral to the
28 Treasury Offset Program.

1 j. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
6 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
7 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
8 criminal debt shall be assessed based on the completed Financial
9 Disclosure Statement and all required supporting documents, as well
10 as other relevant information relating to ability to pay.

11 k. Authorize the USAO to obtain a credit report upon
12 returning a signed copy of this plea agreement.

13 l. Consent to the USAO inspecting and copying all of
14 defendant's financial documents and financial information held by the
15 United States Probation and Pretrial Services Office.

16 THE USAO'S OBLIGATIONS

17 3. The USAO agrees to:

18 a. Not contest facts agreed to in this agreement.

19 b. Abide by all agreements regarding sentencing contained
20 in this agreement.

21 c. At the time of sentencing, move to dismiss the
22 remaining counts of the underlying indictment as against defendant.
23 Defendant agrees, however, that at the time of sentencing the Court
24 may consider any dismissed charges in determining the applicable
25 Sentencing Guidelines range, the propriety and extent of any
26 departure from that range, and the sentence to be imposed.

27 d. At the time of sentencing, provided that defendant
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
4 additional one-level reduction if available under that section.

5 NATURE OF THE OFFENSE

6 4. Defendant understands that for defendant to be guilty of
7 the crime charged in count three, that is, bank fraud in violation of
8 Title 18, United States Code, Section 1344(2), the following must be
9 true: (1) the defendant knowingly carried out a scheme or plan to
10 obtain money or property from a financial institution by making false
11 statements or promises; (2) the defendant knew that the statements or
12 promises were false; (3) the statements or promises were material;
13 that is, they had a natural tendency to influence, or were capable of
14 influencing, a financial institution to part with money or property;
15 (4) the defendant acted with the intent to defraud; and (5) the
16 financial institution was federally insured.

17 PENALTIES AND RESTITUTION

18 5. Defendant understands that the statutory maximum sentence
19 that the Court can impose for a violation of Title 18, United States
20 Code, Section 1344(2), as charged in count three, is: 30 years'
21 imprisonment; a 5-year period of supervised release; a fine of
22 \$1,000,000 or twice the gross gain or gross loss resulting from the
23 offense, whichever is greatest; and a mandatory special assessment of
24 \$100.

25 6. Defendant understands that defendant will be required to
26 pay full restitution to the victims of the offense to which defendant
27 is pleading guilty. Defendant agrees that, in return for the USAO's
28 compliance with its obligations under this agreement, the Court may

1 order restitution to persons other than the victims of the offense to
2 which defendant is pleading guilty and in amounts greater than those
3 alleged in the counts to which defendant is pleading guilty. In
4 particular, defendant agrees that the Court may order restitution to
5 any victim of any of the following for any losses suffered by that
6 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
7 § 1B1.3, in connection with the offense to which defendant is
8 pleading guilty; and (b) any counts dismissed pursuant to this
9 agreement as well as all relevant conduct, as defined in U.S.S.G.
10 § 1B1.3, in connection with those counts. The parties currently
11 believe that the applicable amount of restitution as to defendant is
12 approximately \$45,140, but recognize and agree that this amount could
13 change based on facts that come to the attention of the parties prior
14 to sentencing.

15 7. Defendant understands that supervised release is a period
16 of time following imprisonment during which defendant will be subject
17 to various restrictions and requirements. Defendant understands that
18 if defendant violates one or more of the conditions of any supervised
19 release imposed, defendant may be returned to prison for all or part
20 of the term of supervised release authorized by statute for the
21 offense that resulted in the term of supervised release, which could
22 result in defendant serving a total term of imprisonment greater than
23 the statutory maximum stated above.

24 8. Defendant understands that, by pleading guilty, defendant
25 may be giving up valuable government benefits and valuable civic
26 rights, such as the right to vote, the right to possess a firearm,
27 the right to hold office, and the right to serve on a jury. Defendant
28 understands that he is pleading guilty to a felony and that it is a

1 federal crime for a convicted felon to possess a firearm or
2 ammunition. Defendant understands that the conviction in this case
3 may also subject defendant to various other collateral consequences,
4 including but not limited to revocation of probation, parole, or
5 supervised release in another case and suspension or revocation of a
6 professional license. Defendant understands that unanticipated
7 collateral consequences will not serve as grounds to withdraw
8 defendant's guilty plea.

9 9. Defendant and his counsel have discussed the fact that, and
10 defendant understands that, if defendant is not a United States
11 citizen, the conviction in this case makes it practically inevitable
12 and a virtual certainty that defendant will be removed or deported
13 from the United States. Defendant may also be denied United States
14 citizenship and admission to the United States in the future.
15 Defendant understands that while there may be arguments that
16 defendant can raise in immigration proceedings to avoid or delay
17 removal, removal is presumptively mandatory and a virtual certainty
18 in this case. Defendant further understands that removal and
19 immigration consequences are the subject of a separate proceeding and
20 that no one, including his attorney or the Court, can predict to an
21 absolute certainty the effect of his conviction on his immigration
22 status. Defendant nevertheless affirms that he wants to plead guilty
23 regardless of any immigration consequences that his plea may entail,
24 even if the consequence is automatic removal from the United States.

25 FACTUAL BASIS

26 10. Defendant admits that defendant is, in fact, guilty of the
27 offense to which defendant is agreeing to plead guilty. Defendant
28 and the USAO agree to the statement of facts provided in Appendix A

1 and agree that this statement of facts is sufficient to support a
 2 plea of guilty to the charge described in this agreement and to
 3 establish the Sentencing Guidelines factors set forth in paragraph 12
 4 below but is not meant to be a complete recitation of all facts
 5 relevant to the underlying criminal conduct or all facts known to
 6 either party that relate to that conduct.

7 SENTENCING FACTORS

8 11. Defendant understands that in determining defendant's
 9 sentence the Court is required to calculate the applicable Sentencing
 10 Guidelines range and to consider that range, possible departures
 11 under the Sentencing Guidelines, and the other sentencing factors set
 12 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 13 Sentencing Guidelines are advisory only, that defendant cannot have
 14 any expectation of receiving a sentence within the calculated
 15 Sentencing Guidelines range, and that after considering the
 16 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 17 be free to exercise its discretion to impose any sentence it finds
 18 appropriate between the mandatory minimum and up to the maximum set
 19 by statute for the crimes of conviction.

20 12. Defendant and the USAO agree to the following applicable
 21 Sentencing Guidelines factors:

22	Base Offense Level:	7	U.S.S.G. § 2B1.1(a) (1)
23	Loss Amount of More than		
24	\$40,000:	+6	U.S.S.G. § 2B1.1(b) (1) (D)
25	Substantial Financial	+4	U.S.S.G. § 2B1.1(b) (2) (B)
26	Hardship to 5+ Victims:		
27	Use of Authentication	+2	U.S.S.G. § 2B1.1(b) (11)
28	Feature:		
	Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses against defendant.
- f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.
- g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.
- h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

16. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to

1 appeal defendant's conviction on the offense to which defendant is
2 pleading guilty. Defendant understands that this waiver includes,
3 but is not limited to, arguments that the statute to which defendant
4 is pleading guilty are unconstitutional, and any and all claims that
5 the statement of facts provided herein is insufficient to support
6 defendant's plea of guilty.

7 UNLIMITED NON-MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL
8 ATTACK

9 17. Defendant gives up the right to appeal all of the
10 following: (a) the procedures and calculations used to determine and
11 impose any portion of the sentence; (b) the term of imprisonment
12 imposed by the Court, including, to the extent permitted by law, the
13 constitutionality or legality of defendant's sentence, provided it is
14 within the statutory maximum; (c) the fine imposed by the Court,
15 provided it is within the statutory maximum; (d) the amount and terms
16 of any restitution order, provided it requires payment of no more
17 than \$45,140; (e) the term of probation or supervised release imposed
18 by the Court, provided it is within the statutory maximum; and
19 (f) any of the following conditions of probation or supervised
20 release imposed by the Court: the conditions set forth in Second
21 Amended General Order 20-04 of this Court; the drug testing
22 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
23 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

24 18. Defendant also gives up any right to bring a post-
25 conviction collateral attack on the conviction or sentence, including
26 any order of restitution, except a post-conviction collateral attack
27 based on a claim of ineffective assistance of counsel, a claim of
28 newly discovered evidence, or an explicitly retroactive change in the

1 applicable Sentencing Guidelines, sentencing statutes, or statutes of
2 conviction. Defendant understands that this waiver includes, but is
3 not limited to, arguments that the statute to which defendant is
4 pleading guilty is unconstitutional, and any and all claims that the
5 statement of facts provided herein is insufficient to support
6 defendant's plea of guilty.

7 19. This agreement does not affect in any way the right of the
8 USAO to appeal the sentence imposed by the Court.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 20. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 EFFECTIVE DATE OF AGREEMENT

26 21. This agreement is effective upon signature and execution of
27 all required certifications by defendant, defendant's counsel, and an
28 Assistant United States Attorney.

BREACH OF AGREEMENT

22. Defendant agrees that if defendant, at any time after the effective date of this agreement, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

23. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

c. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing (if such a hearing

1 occurred prior to the breach); (ii) the agreed to factual basis
2 statement in this agreement; and (iii) any evidence derived from such
3 statements, shall be admissible against defendant in any such action
4 against defendant, and defendant waives and gives up any claim under
5 the United States Constitution, any statute, Rule 410 of the Federal
6 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
7 Procedure, or any other federal rule, that the statements or any
8 evidence derived from the statements should be suppressed or are
9 inadmissible.

10 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

11 OFFICE NOT PARTIES

12 24. Defendant understands that the Court and the United States
13 Probation and Pretrial Services Office are not parties to this
14 agreement and need not accept any of the USAO's sentencing
15 recommendations or the parties' agreements to facts or sentencing
16 factors.

17 25. Defendant understands that both defendant and the USAO are
18 free to: (a) supplement the facts by supplying relevant information
19 to the United States Probation and Pretrial Services Office and the
20 Court, (b) correct any and all factual misstatements relating to the
21 Court's Sentencing Guidelines calculations and determination of
22 sentence, and (c) argue on appeal and collateral review that the
23 Court's Sentencing Guidelines calculations and the sentence it
24 chooses to impose are not error, although each party agrees to
25 maintain its view that the calculations in paragraph 12 are
26 consistent with the facts of this case. While this paragraph permits
27 both the USAO and defendant to submit full and complete factual
28 information to the United States Probation and Pretrial Services

1 Office and the Court, even if that factual information may be viewed
2 as inconsistent with the facts agreed to in this agreement, this
3 paragraph does not affect defendant's and the USAO's obligations not
4 to contest the facts agreed to in this agreement.

5 26. Defendant understands that even if the Court ignores any
6 sentencing recommendation, finds facts or reaches conclusions
7 different from those agreed to, and/or imposes any sentence up to the
8 maximum established by statute, defendant cannot, for that reason,
9 withdraw defendant's guilty plea, and defendant will remain bound to
10 fulfill all defendant's obligations under this agreement. Defendant
11 understands that no one -- not the prosecutor, defendant's attorney,
12 or the Court -- can make a binding prediction or promise regarding
13 the sentence defendant will receive, except that it will be within
14 the statutory maximum.

15 NO ADDITIONAL AGREEMENTS

16 27. Defendant understands that, except as set forth herein,
17 there are no promises, understandings, or agreements between the USAO
18 and defendant or defendant's attorney, and that no additional
19 promise, understanding, or agreement may be entered into unless in a
20 writing signed by all parties or on the record in court.

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22 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney


KELSEY A. STIMSON
Assistant United States Attorney


TEMUR AKHMEDOV
Defendant

Drew Havens
DREW HAVENS
ANNICK JORDAN
Attorneys for Defendant
TEMUR AKHMEDOV

June 29, 2024

Date

06.29.2024

Date

6/29/2024

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



TEMUR AKHMEDOV
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am TEMUR AKHMEDOV's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

Drew Havens

6/29/2024

DREW HAVENS
ANNICK JORDAN
Attorneys for Defendant
TEMUR AKHMEDOV

Date

APPENDIX A

Beginning on an unspecified date and continuing through at least on or about August 31, 2021, in Los Angeles County, within the Central District of California, and elsewhere, defendant and his co-schemers, including co-defendant Bakhtiyar Kamardinov ("Kamardinov"), each aiding and abetting the other, knowingly and with intent to defraud, devised and executed a scheme to obtain moneys, funds, assets, and other property owned by and in the custody and control of financial institutions, including Bank of America, by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts. The financial institutions were at all relevant times insured by the Federal Deposit Insurance Corporation.

The fraudulent scheme operated, and was carried out, in substance, in the following manner:

a. Defendant and Kamardinov, themselves or working in concert with others, installed skimming devices and pinhole cameras at automated teller machines ("ATMs"), including at Bank of America ATMs, to surreptitiously record the account information and corresponding personal identification numbers ("PINs") of victim bank customers.

b. These accounts were California Employment Development Department ("EDD") accounts, which were utilized by victim bank customers to obtain benefits intended for unemployed California residents.

c. Defendant and Kamardinov, themselves or working in concert with others, then "cloned" the stolen account information and PINs onto prepaid credit cards or gift cards by altering the

1 information on those cards' magnetic stripes, or they would obtain
2 cloned cards that had been re-encoded with EDD account information.

3 d. Defendant and Kamardinov, and others, then used the
4 cloned EDD cards, along with the corresponding stolen PIN numbers and
5 personal identifying information, to steal money from the financial
6 institutions and the victim bank customers by conducting fraudulent
7 cash withdrawals, including of EDD benefits. In doing so, defendant
8 and Kamardinov falsely represented to the bank that they were the
9 account holder and were otherwise an authorized user of the card, and
10 concealed that the withdrawals defendant and Kamardinov made with the
11 re-encoded EDD cards were made without the authorized user's consent.
12 Defendant admits that these representations and omissions were
13 material to the banks.

14 For example, and not in any way intending to limit the scope of
15 defendant's offense conduct, in furtherance of the scheme, on or
16 about the following dates, in Los Angeles County, within the Central
17 District of California, and elsewhere, defendant knowingly and
18 intentionally used stolen account information and corresponding PINs
19 to make the following fraudulent withdrawals: (i) on August 23,
20 2021, defendant used an EDD card issued to A.P. to withdraw \$1,000 at
21 a Bank of America ATM in Van Nuys, California; (ii) on August 23,
22 2021, defendant used an EDD card issued to S.A. to withdraw \$1,000 at
23 a Bank of America ATM in Van Nuys, California; and (iii) on August
24 23, 2021, defendant used an EDD card issued to A.V. to withdraw
25 \$1,000 at a Bank of America ATM in Van Nuys, California. In so
26 doing, defendant knowingly possessed and used, without lawful
27 authority, a means of identification that defendant knew belonged to
28 another real person, namely, the EDD account number and PIN of victim

1 A.P., during and in relation to the above-referenced \$1,000
2 fraudulent withdrawal on August 23, 2021.

3 In total, through their scheme, defendant, Kamardinov, and
4 others known and unknown, conducted at least 47 fraudulent
5 transactions, withdrawing a total of at least approximately \$45,140
6 in funds from EDD accounts belonging to no fewer than 37 account
7 holders. Defendant withdrew those funds without the victims'
8 authorization and with the intent to defraud Bank of America of funds
9 within its custody and control.

10 Additionally, when defendant was arrested on August 31, 2021, he
11 and Kamardinov possessed in the vehicle that they were driving
12 approximately 308 cloned cards, all of which contained account
13 information belonging to other people and at least 120 of which
14 linked to EDD accounts that had been fraudulently accessed. Also in
15 the vehicle were four bank deposit receipts from August 23, 2021,
16 with account numbers matching the accounts encoded on four of the
17 cloned cards recovered from the vehicle. Bank of America
18 surveillance of the transactions reflected in the bank deposit
19 receipts showed Kamardinov making two withdrawals and defendant
20 making one withdrawal.

21 Defendant admits that these fraudulent withdrawals caused
22 substantial financial hardship to at least five of the victims,
23 including P.F.; J.R.; F.B.; A.V.; and L.M.

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